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JS-6

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10 Defendants, *in pro se*

11
12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 Disney Enterprises, Inc.,

15 Plaintiff,

16 v.

17 Laura DeCamp, George DeCamp, and
18 Does 1 – 10, inclusive,

19 Defendants.

} Case No. CV08-3725 ABC (JTLx)

} CONSENT DECREE AND
PERMANENT INJUNCTION

20
21 The Court, having read and considered the Joint Stipulation Re Entry of
22 Consent Decree that has been executed by Plaintiff Disney Enterprises, Inc.,
23 (“Plaintiff”) and Defendants Laura DeCamp and George DeCamp (collectively
24 “Defendants”) in this action, and good cause appearing therefore, hereby:

25 ORDERS that based on the parties’ stipulation and only as to Defendants,
26 their successors, heirs, and assignees, this Injunction shall be and is hereby entered in
27 the within action as follows:
28

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, 15 U.S.C. § 1051, *et seq.*, 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338. Service of process was properly made against Defendants.

2) Plaintiff is the owner of all rights in and to the fanciful characters, images and copyright registrations as well as trademark registrations listed in Exhibits “A” and “B” attached hereto and incorporated herein by this reference (The characters, images, copyrights and trademarks identified in Exhibits A and B are collectively referred to herein as “Plaintiff’s Properties”).

3) Plaintiff has alleged that Defendants have made unauthorized uses of Plaintiff’s Properties or substantially similar likenesses or colorable imitations thereof.

4) Defendants and their agents, servants, employees and all persons in active concert and participation with them who receive actual notice of the Injunction are hereby restrained and enjoined from:

a) Infringing Plaintiff’s Properties, either directly or contributorily, in any manner, including, generally, but not limited to, manufacturing, importing, distributing, advertising, selling and/or offering for sale any unauthorized product which features any of Plaintiff’s Properties (“Unauthorized Products”), and, specifically from:

i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale the Unauthorized Products or any other unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Plaintiff’s Properties;

ii) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional materials, labels, packaging or containers which picture, reproduce,

1 copy or use the likenesses of or bear a confusing similarity to any of
2 Plaintiff's Properties;

3 iii) Engaging in any conduct that tends falsely to represent that, or is
4 likely to confuse, mislead or deceive purchasers, Defendants' customers
5 and/or members of the public to believe, the actions of Defendants, the
6 products sold by Defendants, or Defendants themselves are connected
7 with Plaintiff, are sponsored, approved or licensed by Plaintiff, or are
8 affiliated with Plaintiff;

9 iv) Affixing, applying, annexing or using in connection with the
10 importation, manufacture, distribution, advertising, sale and/or offer for
11 sale or other use of any goods or services, a false description or
12 representation, including words or other symbols, tending to falsely
13 describe or represent such goods as being those of Plaintiff.

14 5) Each side shall bear its own fees and costs of suit.

15 6) Except as provided herein, all claims alleged in the Complaint are dismissed
16 with prejudice.

17 7) This Injunction shall be deemed to have been served upon Defendants at the
18 time of its execution by the Court.

19 8) The Court finds there is no just reason for delay in entering this Injunction
20 and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
21 immediate entry of this Injunction against Defendants.

22 9) The Court shall retain jurisdiction of this action to entertain such further
23 proceedings and to enter such further orders as may be necessary or appropriate to
24 implement and enforce the provisions of this Injunction.

25 10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement
26 Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation,
27
28

1 and requesting entry of judgment against Defendants, be reopened should
2 Defendants default under the terms of the Settlement Agreement.

3 11) This Court shall retain jurisdiction over the Defendants for the purpose of
4 making further orders necessary or proper for the construction or modification of this
5 consent decree and judgment; the enforcement hereof; the punishment of any
6 violations hereof; and for the possible entry of a further Judgment Pursuant to
7 Stipulation in this action.

8 DATED: August 15, 2008



9
10 Hon. Audrey B. Collins
11 Judge, United States District Court
for the Central District of California

12 PRESENTED BY:

13 J. Andrew Coombs,
14 A Professional Corporation

15 By: _____
16 J. Andrew Coombs
17 Nicole L. Drey
18 Attorneys for Plaintiff Disney
19 Enterprises, Inc.

20 Laura DeCamp

21 By: _____
22 Laura DeCamp
Defendant, *in pro se*

23 George DeCamp

24
25 By: _____
26 George DeCamp
27 Defendant, *in pro se*
28